

Administrative Review of Case 5887
Building permit and license to use the public right-of-
way to plant three (3) evergreen trees or shrubs in the
Center Street public right-of-way.

Mr. & Mrs. Martin V. Dagata
5514 Kirkside Drive

5514 Kirkside Drive



Figure 2: View of proposed location for Center Street right-of-way plantings

**Chevy Chase Village
Building Permit Application**

Permit No: 5889

Property Address: <u>5514 Kirkside Drive</u> <u>Chevy Chase, MD 20815</u>	
Resident Name: <u>MARTIN V. DAGATA</u>	
Daytime telephone: <u>301 5471242</u>	Cell phone:
After-hours telephone: <u>301 6561792</u>	
E-mail: <u>MVDAGATA@GMAIL.COM</u>	
Project Description: Removal of a silver maple and Leyland cypress authorized by the village arborist will have created a 40' space on public land for private use along the Center St front. Three evergreen trees or shrubs will be planted there and maintained at no higher than 15-20' and no wider than 5-7', leaving no less than 5' between the trees and those bordering.	
<input type="checkbox"/> Check here if the construction will require the demolition of over fifty (50) percent of any existing structure.	
Primary Contact for Project: <input checked="" type="checkbox"/> Resident <input type="checkbox"/> Architect <input type="checkbox"/> Project Manager <input type="checkbox"/> Contractor* *MHIC/MD Contractor's License No. (required):	
Information for Primary Contact for Project (if different from property owner): Name: Work telephone: After-hours telephone: Cell phone: E-mail:	
Will the residence be occupied during the construction project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, provide contact information for the party responsible for the construction site (if different from above): Name: Address: Work telephone: After-hours telephone: Cell phone: E-mail:	
Parking Compliance: Is adequate on-site parking available for the construction crews? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area. Will road closings be required due to deliveries, equipment or other reasons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Building Permit Filing Requirements:
Application will not be reviewed until the application is complete

- ☐ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ☒ This application form, signed by resident.
- ☐ Boundary Survey
- ☒ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ☐ Building plans and specifications
- ☐ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ☒ Filing Fee (due at time of application). Fees schedule is listed in Chapter 6 of the Village Code.
- ☐ Damage deposit or performance bond (due when Building Permit is issued). Amount of required deposit or bond will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising the architect, contractor, or any other service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature:

Montgomery

Date:

March 21, 2011

To be completed by Village staff:

Is this property within the historic district?

Yes

☒ No

Staff Initials:

JB

Date application filed with Village: 3/21/11

Date permit issued: _____

Expiration date: _____

For Use By Village Manager	Application approved with the following conditions:
For Use By Village Manager	Application denied for the following reasons:

Filing Fees (due when application submitted)	Checks Payable to:	Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Permit Application Fee: \$ <u>50.00</u> (see Permit Fee Worksheet)		
Tree Preservation Plan Fee: <input type="checkbox"/> \$250.00 <input checked="" type="checkbox"/> Not required for this project.		
TOTAL Fees: <u>50.00</u>	Date: <u>3/21/11</u> Staff Signature: <u>[Signature]</u>	
Damage Deposit/Performance Bond (due when permit is issued)	Checks Payable to:	Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
<input type="checkbox"/> \$ _____ <input type="checkbox"/> Waived by Village Manager	Date: _____ Staff signature: _____	
Cost of damage to R-O-W: (calculated at close-out) Amount of refund:	Date: _____ Staff signature: _____	

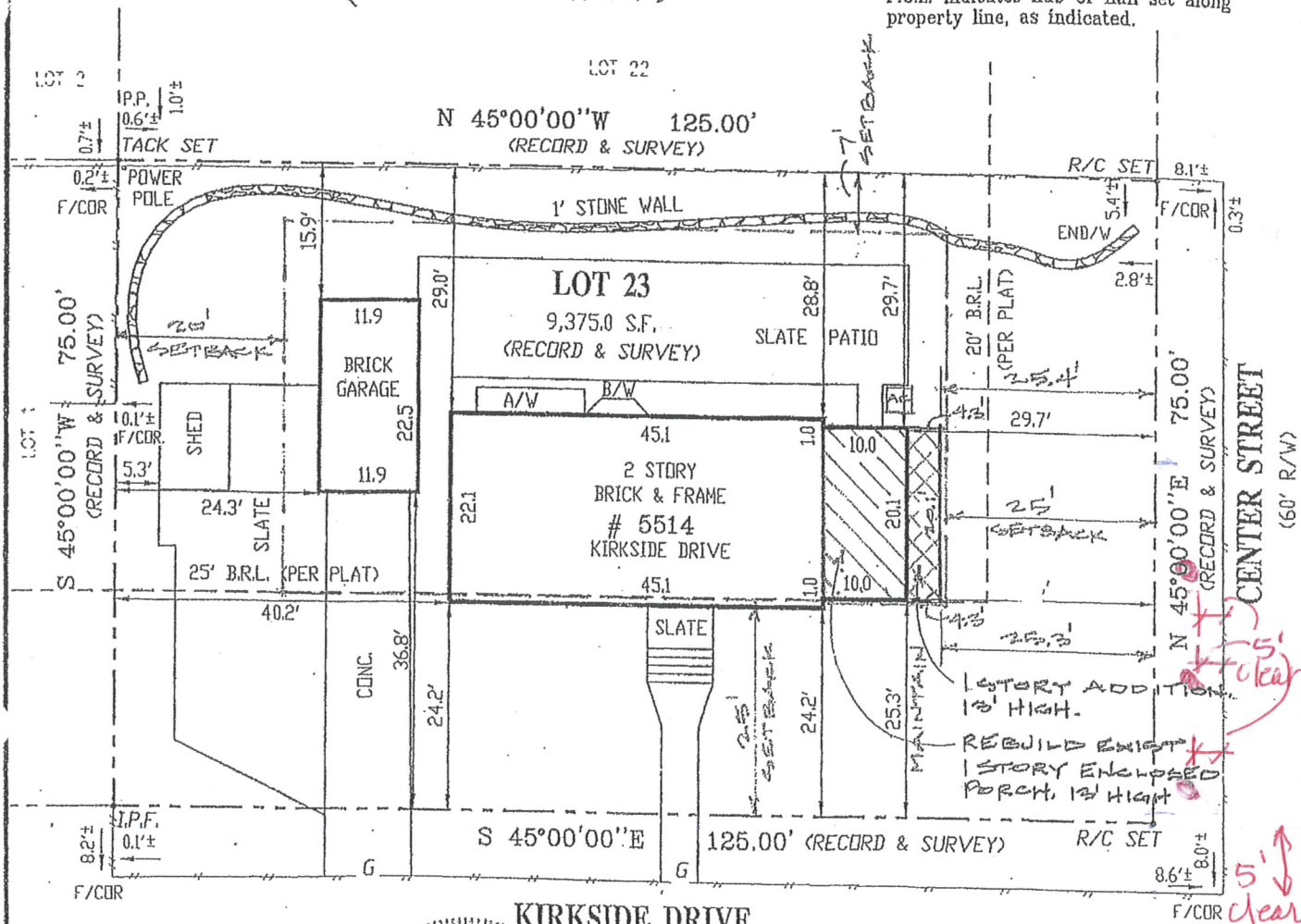
For Village Staff use: Field file for inspections by Code Enforcement Officer has been created: <input type="checkbox"/> Yes (Date: _____)
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2. PURCHASE VOUCHER NOTE
NO PART OF NEW STRUCTURE
INCLUDING PROJECTIONS
MAY ENCROACH UPON
EXISTING ADJACENT STRUCTURES.

- 1) All property corners have been recovered or set and verified per field survey performed: 09-1-2010.
- 3) IPF indicates iron pipe found.
R/C Set indicates rebar & cap set.
P.O.L. Indicates hub or nail set along property line, as indicated.



(60' R/W)

LOT 23, BLOCK 7, SECTION 1-A

CHEVY CHASE

MONTGOMERY COUNTY, MARYLAND

Building Line and/or Flood Zone Information is taken from Available Sources and is Subject to Interpretation of Originator.

SURVEYOR'S CERTIFICATE

"I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD SURVEY PURSUANT TO THE DEED OR PLAT OF RECORD. PROPERTY MARKERS HAVE BEEN RECOVERED OR PLACED IN ACCORDANCE WITH THE INFORMATION SHOWN".

MARYLAND PROFESSIONAL LAND SURVEYOR REG. NO. 212209

REFERENCES

PLAT BK. 4

PLAT NO. 349

LIBER 10079

FOLIO 235



SNIDER & ASSOCIATES

LAND SURVEYORS

20270 Goldenrod Lane, Suite 110
Germantown, Maryland 20876
301/948-5100, Fax 301/948-1286

DATE OF LOCATIONS

SCALE: 1" = 20'

WALL CHECK:

DRAWN BY: E.M.G.

HSE. LOC.: 08-30-10

JOB NO.: 10-03855

LOS ANGELES COUNTY
DEPARTMENT OF PERMITTING SERVICES

APPROVED *h h*

ZONING CLASS R-100

BOARD OF APPEALS CASE

Parcel Id. No. 01 - 00 4532 36

LICENSE TO USE PUBLIC RIGHT-OF-WAY

RECITALS

1. CHEVY CHASE VILLAGE, hereinafter referred to as the "Village," is a municipal corporation which holds, in trust for the public, the right-of-way known as Center Street.

2. Currently a portion of the aforesaid public right-of-way is not improved with a paved roadway or sidewalk.

3. MARTIN V. + SAIDA Z. DAGATA hereinafter referred to collectively as the "Owner," are the owners of Lot 23, Block 7, in the subdivision known as "CHEVY CHASE SECTION No. 1-A," as per plat recorded in Plat Book 4 at Plat 349, among the Land Records of Montgomery County, Maryland, also known as 5514 Kirkside Dr, hereinafter referred to as the "Property," which abuts the aforesaid public right-of-way.

4. The Owner has requested permission to use the public right-of-way for a private purpose, specifically to Plant trees + shrubs, as depicted in the plans approved for Permit Number 5887 on _____, 2011.

5. Section 8-31 of the Chevy Chase Village Code permits the Village to grant a revocable license for the private use of the public right-of-way.

6. Upon consideration of the plans submitted by the Owner, the Village has agreed to grant a revocable license to the Owner on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner hereby agree and covenant as follows.

1. The Village hereby grants a revocable license to the Owner for the purpose of planting trees + shrubs, as depicted in the plans approved for Permit Number 5887 on _____,

2011. This license is limited to the unimproved portion of the public right-of-way abutting the property.

2. The Owner hereby agrees to remove any plantings, structures, or improvements of any nature, at the Owner's sole expense, within ten (10) days of request therefor by the Village.

3. The Owner hereby agrees to maintain the unimproved public right-of-way subject to this license as well as any plantings, structures or improvements placed there pursuant to this license at the Owner's sole expense.

4. The Owner hereby agrees, jointly and severally, to indemnify and hold the Village and its officers and employees harmless from any and all losses, claims, damages, demands, liabilities or other obligations to persons or property resulting or arising in any way from the Owner's use of the area subject to this license or from the Owner's failure to properly maintain the licensed area.

5. Any changes, modifications, additions or deletions to the plantings, structures or other improvements described herein shall require the further written consent of the Village.

6. The Owner shall not permit any plantings, structures or other improvements to be in violation of any applicable law, ordinance or regulation, nor shall the Owner permit any illegal conduct to occur in the licensed area.

7. The parties agree that this license can be revoked at any time in the sole discretion of the Village upon ten (10) days written notice.

8. If the Owner fails to maintain the licensed area or upon revocation of this license fails to restore the licensed area to its condition prior to the execution of this license, the Village reserves the right to enter the licensed area and perform such maintenance or other action as it deems appropriate, the cost of which shall be charged to the Owner and may be assessed against the Property along with property taxes. The Owner agrees to pay such assessment within fifteen (15) days of demand therefor. If collection action is instituted to collect the aforesaid assessment, the

Owner agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees, expert witness fees, court costs, etc. The Owner agrees that attorneys' fees of twenty-five percent (25%) of the amount in controversy is reasonable.

9. Any plantings, structures or improvements left on the licensed area by the Owner upon the expiration of revocation of the license shall become the property of the Village. The foregoing shall not relieve the Owner of the obligation to remove any such plantings, structures or improvements at the time the license is terminated or revoked.

10. In the event exigent circumstances exist, the Village and/or its agents or contractors may perform work or take other actions in the area that is the subject of this License without prior notice to the Owner or the Owner's successor-in-interest. In such circumstances, neither the Owner nor the Owner's successor(s) in interest shall have any claim against the Village, its agents or contractors for damage to or interference with the improvements and/or plantings authorized by this License. Any restoration of the improvements and/or plantings after removal or damage by the Village, its agents or contractors shall be at the sole expense of the Owner.

11. The Owner understands that other governmental or quasi-governmental agencies, public utilities, franchisees and other similar entities may conduct activities, such as excavation, construction, demolition and installation of facilities in the public right-of-way. The Owner, on behalf of the Owner and the Owner's successors-in-interest, agrees that the Village shall not be responsible for any damage caused by the aforesaid entities to the plantings, structures and/or other improvements installed pursuant to this License.

12. The parties agree that the following shall be additional conditions of this license:

W/A

13. The parties agree that all obligations of the Owner as set forth herein shall be binding on the Owner, jointly and severally, and upon the Owner's heirs, administrators, successors and assigns, and shall be covenants running with the Property.

14. The Owner agrees that this revocable license may be recorded among the Land Records for Montgomery County, Maryland by the Village at the sole expense of the Owner. The Owner, or the Owner's successors in interest, shall be responsible for all costs of preparing and recording any release of the Owner's obligations hereunder upon termination or revocation of this license.

15. The undersigned owner(s) hereby represent to the Village that they are all of the owners of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this license under seal on this ____ day of ____, 2011.

OWNER:

CHEVY CHASE VILLAGE

(SEAL)

By: _____
Shana R. Davis-Cook, Village Manager

(SEAL)

STATE OF MARYLAND :
to wit
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this ___ day of _____, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared SHANA R. DAVIS-COOK, known to me (or satisfactorily proven) to be the Village Manager of Chevy Chase Village, a municipal corporation, and that such corporate officer, being authorized to do so, acknowledged and executed the foregoing instrument for the purposes therein contained by signing the name of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

My commission expires:

STATE OF MARYLAND :
 to wit
COUNTY OF MONTGOMERY :

On this ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

STATE OF MARYLAND :
COUNTY OF MONTGOMERY :
to wit

On this ____ day of _____, 2010, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

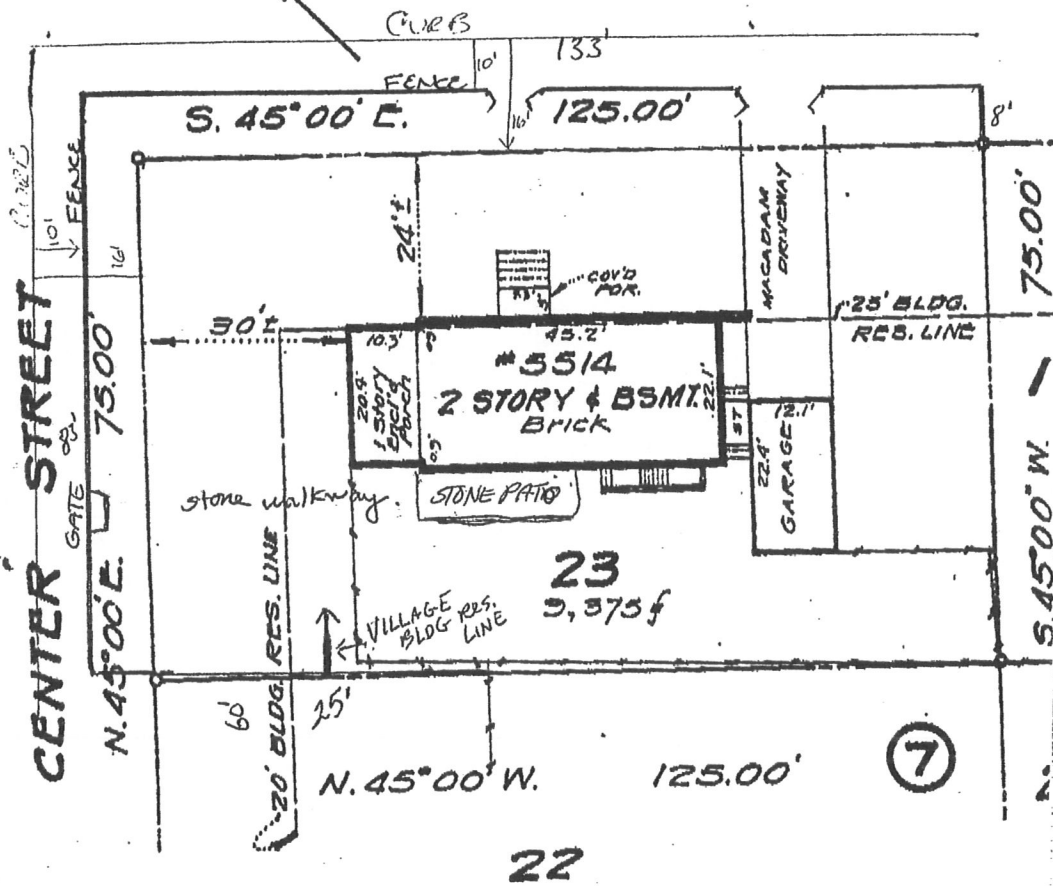
My commission expires:

After recordation, please mail to:

David Podolsky, Esq.
Stein Sperling
25 West Middle Lane
Rockville, MD 20850

ANDTECH ASSOCIATES II
7807 BALTIMORE AVENUE SUITE 214
COLLEGE PARK, MARYLAND 20740

KIRKSIDE DRIVE



Blue Fence Line —

1/8" WHITE PICKETT FENCE

NOTE: THIS PROPERTY DOES
NOT LIE WITHIN THE LIMITS
OF A FLOOD HAZARD
AREA AS DELINEATED ON
THE MAPS OF THE NATIONAL
FLOOD INSURANCE PROGRAM



NO TITLE REPORT FURN

LOCATION SURVEY OF
5514 KIRKSIDE DRIVE
MONTGOMERY COUNTY, MARYLAND
SUBDIVISION SECTION 1-A
CHEVY CHASE

LOT: 23
PLAT BOOK: 4
DATE: 10-4-88
CASE NO: E-740459M

BLOCK: 7
PLAT NO: 349
SCALE: 1" = 20'
FILE NO: C-881

CERTIFICATION: I hereby certify that the position of all the existing improvements on the above
described property has been carefully established by a transit tape survey and that unless otherwise
stated there are no encroachments. This is not a property line survey and should not be used as such

GRADEN A. ROGER, JR. -- PROP. & MD. LIC. NO. 115